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June 11, 1998

RECEIVED

JUN 11 1998

Federal Communications Commission
Office of Secretary

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
Room 222
1919 M Street, N.W.
Washington, D.C. 20554

Re: Petition of U S WEST Communications, Inc. for an Expedited Declaratory
Ruling Concerning the Legality of RBOC Teaming Arrangements with
Unaffiliated IXCs

Dear Ms. Salas:

On behalf of U S WEST Communications, Inc., I enclose for filing an original
and four copies of U S WEST's Petition for an Expedited Declaratory Ruling in the above-
referenced matter.

If there are any questions concerning this matter, please communicate directly
with the undersigned.

Sincerely,



William T. Lake

Enclosures

cc: Commissioners and Service List

RECEIVED

JUN 11 1998

Federal Communications Commission
Office of Secretary

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

Petition of U S WEST Communications, Inc.)
for an Expedited Declaratory Ruling Concerning)
the Legality of RBOC Teaming Arrangements)
with Unaffiliated IXC's)

PETITION FOR AN EXPEDITED DECLARATORY RULING

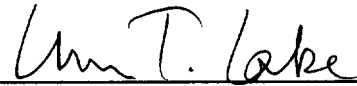
Pursuant to 47 C.F.R. § 1.2, U S WEST Communications, Inc. ("U S WEST") respectfully petitions the Commission for an expedited declaratory ruling clarifying that a Bell Operating Company ("BOC") may team with unaffiliated interexchange carriers ("IXCs") to market the IXCs' interLATA services, particularly where the BOC does not share in the IXCs' continuing interLATA revenues. In particular, U S WEST asks the Commission to declare that U S WEST is not "providing" interLATA services within the meaning of section 271 of the Telecommunications Act, or discriminating among IXCs in violation of section 251(g), when it markets interLATA services provided by Qwest Communications under Qwest's own service marks as part of U S WEST's Buyer's Advantage program. A copy of U S WEST's teaming agreement with Qwest is attached.

A declaratory ruling is needed to "terminat[e the] controversy" and "remov[e the] uncertainty" surrounding U S WEST's teaming arrangement with Qwest and other BOC-IXC teaming arrangements. 47 C.F.R. § 1.2. A declaratory ruling would also address the matters recently referred to the Commission by two federal district courts considering legal challenges to BOC-IXC teaming arrangements. See AT&T Corp. v. U S WEST Communications, Inc., No. C98-634, Order Granting Preliminary Injunction, Referring Legality Issue to FCC, and Staying

Proceedings (W.D. Wash. June 4, 1998); AT&T Corp. v. Ameritech Corp., No. 98C2993, Memorandum and Order (N.D. Ill. June 9, 1998). The referrals in both cases resulted from requests by the Commission that it be given the opportunity to address in the first instance the issues raised by such teaming arrangements.

Given the importance of these issues, and the district courts' express expectations that the Commission would promptly resolve the matters referred to it, U S WEST respectfully requests expedited consideration of this petition. We suggest that the Commission establish a schedule giving interested parties 15 days to file comments and 10 days to file reply comments.

Respectfully submitted,



William T. Lake
Wilmer Cutler & Pickering
2445 M Street, N.W.
Washington, D.C. 20037-1420
(202) 663-6000

Dan L. Poole
U S WEST Communications, Inc.
1020 19th Street, N.W., Suite 700
Washington, D.C. 20036-6101
(303) 672-2794

Date: June 11, 1998

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AMENDED AND RESTATED TEAMING AGREEMENT

THIS AMENDED AND RESTATED TEAMING AGREEMENT is made as of the 22nd day of April, 1998 ("Effective Date") between U S WEST Communications, Inc., a Colorado corporation, with offices at 1801 California, Denver, Colorado 80202 ("USWC"), and Qwest Communications Corporation, a Colorado corporation, with offices at 555 17th Street, Denver, Colorado 80202 ("Qwest") and amends and restates the Teaming Agreement between the parties dated April 21, 1998.

INTRODUCTION

USWC desires to offer to certain customers located in its 14 state region, a package of products and services from USWC or others, as USWC may determine from time to time ("Package").

To afford customers the convenience of one-stop shopping, USWC desires to include in the Package, as an option, interLATA services. Qwest desires to enter into this Agreement to have USWC so include Qwest's interLATA services as a part of the Package to be offered to customers.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

ARTICLE I - RELATIONSHIP OF THE PARTIES

- 1.1 Each of the parties shall provide to customers its respective products and services. This Agreement is intended by the parties to create only a teaming arrangement and shall not constitute or create a joint venture, partnership or business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein. Neither party shall have the authority to bind the other except as expressly allowed under this Agreement. USWC and Qwest shall be independent entities from each other for all purposes at all times; neither party shall act as agent for or representative of the other. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either of the parties.
- 1.2 The Package shall include USWC's local exchange, intraLATA, and calling and prepaid card products and services and Qwest's interLATA services.
- 1.3 Qwest shall not market any local exchange, intraLATA, or calling or prepaid card products or services to customers subscribing to Qwest's interLATA services under

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this Agreement ("Subscribers") in USWC's 14 state region during the term of this Agreement. USWC shall not market USWC's interLATA services to Subscribers in its 14 state region during the term of this Agreement. However, nothing in this Agreement shall limit either party from marketing any products or services including, but not limited to, general marketing, advertising and promotions of any of its products or services, so long as such marketing efforts are not targeted to Subscribers. Nothing in this Agreement shall limit USWC from marketing to Subscribers local exchange, intraLATA, and calling and prepaid card products and services and Qwest from marketing to Subscribers interLATA services.

- 1.4 This Agreement does not grant to either party any exclusive privileges or rights, other than as provided in Section 1.3 above.

ARTICLE II - RESPONSIBILITIES OF THE PARTIES

- 2.1 USWC shall quote to customers the applicable rates of Qwest's interLATA services under Qwest's service mark identifying Qwest as the carrier of the interLATA services in accordance with the terms set forth in Exhibit A to this Agreement (applicable throughout USWC's 14 state region). Qwest shall provide, from time to time, at no cost to USWC, training of USWC's or USWC's contractors' sales representatives as reasonably requested by USWC at USWC designated locations. USWC may distribute to customers marketing literature describing Qwest's interLATA services which Qwest shall provide to USWC from time to time in reasonable quantity, at no charge. For customers desiring to subscribe to Qwest's interLATA services, USWC agrees to submit to Qwest ordering information in accordance with the process set forth in Exhibit A. USWC shall have no commitments to provide any minimum number of Subscribers.
- 2.2 Both parties shall fully comply with any laws, rules or regulations regarding unauthorized changes to a customer's interexchange carrier or billing Subscribers for unauthorized goods or services.
- 2.3 Qwest's rates for the interLATA services as set forth in Exhibit A shall not be increased during the term of this Agreement. If Qwest offers a lower rate than that specified in Exhibit A for interLATA services similar to those offered under this Agreement in similar markets in USWC's 14 state region, Qwest shall offer interLATA services to customers under this Agreement at that lower rate. Qwest shall immediately notify USWC of the lower rate and Exhibit A shall be amended to reflect the availability of that lower rate; provided, however, that Qwest shall not be required to offer that lower rate to any Subscribers who have already ordered Qwest's interLATA services.

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- 2.4 Qwest shall have sole and exclusive responsibility for providing its interLATA services to Subscribers including, but not limited to, provisioning, responding to Subscriber inquiries and service problems, and repairs except as otherwise expressly provided in Exhibit B and the Billing and Collection Agreement (defined below).
- 2.5 USWC provides to Qwest billing and collection services under the terms and conditions of that Agreement for the Provision of Billing and Collection Services between the parties dated October 1, 1997 (the "Billing and Collection Agreement") which will apply to the billing and collection services of Qwest's interLATA services for Subscribers, except that the Billing and Collection Agreement shall be amended to provide the "Limited Inquiry Services" referred to in Exhibit B to that Billing and Collection Agreement (such amendment to address applicable compensation to be paid by Qwest to USWC), consistent with the customer services to be provided by USWC to Subscribers as further discussed in Exhibit B to this Agreement.
- 2.6 All USWC products and services will be marketed under USWC trademarks and service marks identifying USWC as the provider of such services. Qwest acknowledges that customers will be free to purchase USWC products and services without purchasing Qwest's interLATA services..
- 2.7 At USWC's request, Qwest shall coordinate and work with USWC with respect to any marketing activities regarding the Package. However, USWC shall retain the sole discretion to determine, from time to time, the products and services to be included in the Package with Qwest's interLATA services, the rates for such other products and services, and the extent that and to whom USWC will market, advertise, promote or support the offering of the Package; provided, however, that to the extent that USWC's marketing materials include information about Qwest, Qwest's service marks, or Qwest's interLATA services, USWC shall obtain Qwest's prior approval regarding such information prior to public distribution.

ARTICLE III - NON-DISCLOSURE OF PROPRIETARY INFORMATION

- 3.1 The terms and conditions of this Article III shall replace and supersede the Confidentiality Agreement made between the parties dated March 5, 1998.
- 3.2 The term "Confidential Information" is defined as the existence and the terms and conditions of this Agreement, and all technical or business information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") whether before or after the Effective Date in whatever form that bears a mark designating the information as proprietary, confidential or otherwise restricted from disclosure or, if disclosed in a form other than a writing, if at the time that of first disclosure the Disclosing Party tells the Receiving Party that the information is confidential and within thirty (30)

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days after that first disclosure the Disclosing Party delivers to the Receiving Party a writing marked confidential or the like which discloses or describes that information.

- 3.3 Notwithstanding the preceding sentence, any customer list or information disclosed by USWC to Qwest in whatever form and regardless of whether marked as confidential or proprietary and regardless of whether any such information orally disclosed is reduced to writing shall be deemed Confidential Information. It is understood that USWC has no obligation to Qwest to provide any such customer lists other than the Subscribers.
- 3.4 The Receiving Party agrees that it shall hold Confidential Information in strict confidence, to use Confidential Information only for the purposes of this Agreement, and to disclose Confidential Information only to its employees with a need to know to the extent necessary for purposes of this Agreement, such employees to be advised of their obligations to keep such information strictly confidential. No disclosure shall be made to a third party without the prior express written approval by the Disclosing Party, and the Disclosing Party may require as a condition of such consent that such third party first execute a confidentiality agreement in a form satisfactory to the Disclosing Party. The obligations contained in this Section shall remain in effect for three (3) years following termination of this Agreement.
- 3.5 The foregoing obligations shall not apply to (a) information that has been published or is otherwise readily available to the public through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure and is not subject to restriction; (c) disclosure required by law, provided that the Receiving Party shall use its best efforts to give advance notice to and cooperate with the Disclosing Party, at the Disclosing Party's expense, in connection with seeking protective orders or otherwise limiting such disclosure. In addition, for the purposes of allowing other carriers to offer their interLATA services as a part of the Package, in response to a carrier's request, USWC shall be free to share the terms and conditions of this Agreement with other interexchange carriers without any obligation or liability to Qwest.
- 3.6 Each party shall retain all of its respective customer proprietary network information ("CPNI") received or obtained by virtue of providing its respective products and services and such party shall not disclose to, allow use of, or provide access to, such CPNI to the other party without the prior approval from the customer.
- 3.7 The provisions of this Article III shall survive any termination or expiration of this Agreement.

ARTICLE IV - TERMINATION

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- 4.1 The term of this Agreement commences on the Effective Date and expires May 15, 1999 unless sooner terminated as allowed under this Agreement or extended by mutual written agreement of the parties. This Agreement may be extended on a state by state basis.
- 4.2 This Agreement may be terminated by either party giving ten (10) days written notice to the other (unless a longer period is specified in the notice at the discretion of the party giving notice) specifying any material breach of contract. In the event that the breach is not cured within such ten (10) day period (or the longer period specified in the notice), the party giving notice shall have the right to terminate immediately upon written notice without prejudice to any other rights or remedies.
- 4.3 In addition to the termination rights set forth above, USWC shall have the right to terminate this Agreement, without liability, effective immediately upon written notice to Qwest, in the event that USWC determines in its judgment that:
- 4.3.1 this Agreement is likely to be challenged by any party (including a governmental agency or regulatory body) and:
 - (a) the costs and expenses to defend such a challenge may be uneconomical, or
 - (b) the assessment of defending such a challenge is not favorable, or
 - (c) defending the challenge may have negative impact on a matter of significance to USWC before a governmental agency or regulatory body; or
 - 4.3.2 laws, rules, or regulations are adopted, issued or released after the Effective Date which indicate that this Agreement may be found to be unlawful.

ARTICLE V - COST, EXPENSES AND LIABILITY

- 5.1 Other than the payments to be made by Qwest to USWC representing compensation to USWC of the marketing and customer services as expressly set forth in Exhibit A and the Billing and Collection Agreement, neither party shall have any other right to any reimbursement, payment, or compensation of any kind from the other in connection with this Agreement. Each party will bear its respective costs, risks, and liabilities as a result of its obligations and efforts under this Agreement.
- 5.2 Qwest shall not withhold any payments to USWC by reason of any dispute with USWC (whether under this Agreement or under the Billing and Collection Agreement) or with Subscriber(s). Qwest shall incur a late payment charge of 12%

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per annum calculated from the due date to the date that payment is received by USWC.

5.3 Qwest agrees to maintain complete and accurate records supporting any payments made to USWC under this Agreement in accordance with generally accepted accounting practices for a period of three (3) years following the payment date. Qwest shall provide to USWC, together with all payments, supporting documentation concerning the payments made. USWC shall have the right, upon reasonable notice to Qwest, to retain the services of an independent accountant to audit and calculate the amounts payable to USWC under this Agreement. Qwest's obligations shall be limited to sharing with such accountant only such records which are relevant for the audit and calculation and Qwest shall have the further right to require the accountant to enter into a confidentiality agreement under which the accountant shall not share with USWC Confidential Information of Qwest except the accountant's calculation of the amount due to USWC. All costs and expenses of the accountant shall be paid by USWC unless the audit results in a finding that Qwest has underpaid USWC in an amount over \$5,000.00 in which case Qwest shall be responsible for the costs and expenses of the accountant. The provisions of this Section 5.3 and any other terms and conditions relating to payment shall survive any termination or expiration of this Agreement.

5.4 USWC MAKES NO WARRANTY TO QWEST, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR IN TORT INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE VI- DISPUTE RESOLUTION

6.1 This Agreement shall be enforced and interpreted under the laws of the State of Colorado.

6.2 Any claim, controversy or dispute, whether sounding in contract, statute, tort, fraud, misrepresentation or other legal theory, whenever brought and whether between the parties to this Agreement or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration.

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- 6.3 A single arbitrator engaged in the practice of law, who is knowledgeable about the subject matters(s) in dispute, shall conduct the arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in Denver, Colorado, and all expedited procedures prescribed by the AAA rules shall apply.
- 6.4 The arbitrator shall have authority to award only compensatory damages, as limited by Section 5.5 above, and shall not have authority to award punitive damages, other non-compensatory damages or any other form of relief; provided, however, either party may apply to any court having jurisdiction thereof for the entry of injunctive relief to maintain the status quo until such time as the arbitrator is selected, who shall have full authority to grant injunctive relief. Each party shall bear its own costs and attorney's fees and the parties shall share equally the fees and expenses of the arbitration. The arbitrator's decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 6.5 If a party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and the other party successfully stays such action and/or compels arbitration of said claims, the party filing said action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees.

ARTICLE VII - LAWFULNESS

- 7.1 This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations, court orders and governmental agency orders.
- 7.2 USWC may determine, in its sole discretion, to defend against any allegation or claim challenging this Agreement, or any part of this Agreement, or to take any proactive steps in anticipation of the possibility of any such challenge in any forum(s) of USWC's choosing. At USWC's request and expense, Qwest agrees to cooperate fully in the taking of all required steps, and to provide all information for the successful defense of any such allegations or claims. The provisions of this Section 7.2 shall survive any termination or expiration of this Agreement.
- 7.3 Each party shall have sole and exclusive responsibility for ensuring that its respective products and services meet all applicable federal, state and local laws, rules, regulations and court orders and governmental agency orders including, but not limited to, tariff requirements.

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ARTICLE VIII - RELEASE OF INFORMATION

Subject to Section 3.4 above, publication, release or advertisement to news media or the general public by either party of any matter relating to this Agreement shall require the prior written approval of the other party which may be withheld in the sole discretion of the other party.

ARTICLE IX - ASSIGNMENT

Neither party shall assign nor in any manner transfer any obligation assumed by or contemplated under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld; provided, however, that nothing in this Agreement shall limit the ability of USWC to obtain contractors for the marketing and customer service obligations of USWC hereunder and Qwest hereby consents to release of Qwest's Confidential Information as necessary for such contractors to perform such services.

ARTICLE X - DESIGNATION OF RESPONSIBLE INDIVIDUALS

Each of the parties to this Agreement shall appoint a representative. All communications relating to this Agreement shall be directed to the specific persons so appointed. Either party may appoint a different representative effective upon written notice to the other party's representative. Communications which are not properly directed to the persons designated to represent USWC or Qwest respectively shall not be binding upon USWC or Qwest, as the case may be.

A. For USWC:

Kathy Stephens

Name

303 672-1023

Phone

B. For Qwest:

Cyndy Claussen

Name

303 382-2556

Phone

ARTICLE XI - ENTIRE AGREEMENT

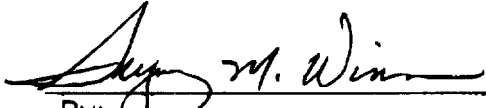
This Agreement (including the exhibits and schedules) contains the entire agreement of the parties and cancels and supersedes any previous understanding or agreement relating to this teaming arrangement, whether written or oral. All changes and modifications to this Agreement must be in writing signed by the parties.

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IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, have caused this Agreement to be executed as of the Effective Date.

U S WEST Communications, Inc.


By: _____

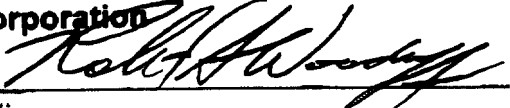
Print Name

Gregory M. Winn
Title: _____

Executive Vice President,
Retail Markets

Date: May 18, 1998

Qwest Communications
Corporation


By: _____

Print Name

Robert S. Woodruff

Title: _____

Executive Vice President, Chief
Financial Officer

Date: May 18, 1998

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EXHIBIT A

INTERLATA SERVICES

A. Rates for Qwest's interLATA Services: Schedule A-1 sets forth the rates of Qwest's interLATA services. Schedule A-2 sets forth the country rates of Qwest's international services.

Qwest agrees to charge Subscribers, if at all, no more than Qwest's out of pocket costs for any miscellaneous charges (e.g., PICC, USF, Payphone).

No services other than those ordered by Subscribers shall be provided to Subscribers without the express prior approval of the Subscriber.

B. Compensation to USWC:

As compensation to USWC for marketing Qwest's interLATA services hereunder, Qwest agrees to pay to USWC:

- \$33 for each residential Subscriber;
- \$52 for each business Subscriber; and
- \$48 for each business Subscriber purchasing the "Business Alternative" plan set forth in Schedule A-1.

The event triggering payment to USWC under this paragraph B shall be the submission by USWC to Qwest of a confirmed Customers Account Records Exchange record ("CARE Record") for a Subscriber (the "Payment Trigger"). USWC shall invoice Qwest on the 4th business day of each month for all Subscribers for whom the Payment Trigger has occurred during the previous month with payment from Qwest due to USWC on the last day of such month.

C. Order Processing

- (a) When a customer orders Qwest's interLATA services under this Agreement, USWC and/or its contractors shall forward to Qwest a CARE Record in accordance with USWC's standard procedures. Prior to submission to Qwest of a CARE Record, USWC shall use its standard screening processes using credit scores that USWC uses for screening its own customers, as allowed by law; provided, however, that USWC makes no warranty whatsoever regarding the credit risks associated with any Subscriber. The CARE Record shall include the name of the Subscriber, the billing telephone number ("BTN") and an indication that the customer is a Subscriber.

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- (b) Qwest shall assume full responsibility, including the costs therefor, to provide to USWC and its contractors appropriate interfaces needed to have USWC provide to Qwest the CARE Records for Subscribers obtained in connection with outbound marketing.
- (c) Qwest and USWC will develop together methods and procedures specifying in greater detail the ordering processes that would apply to inbound marketing and to outbound marketing. In addition to the training described elsewhere in this Agreement, Qwest agrees to provide training to USWC and its contractors, from time to time as reasonably requested by USWC, on the ordering process to be set forth in greater detail in the methods and procedures which are jointly developed, at no cost to USWC.
- (d) All letters of agency, ("LOAs") from Subscribers shall be owned by Qwest. USWC agrees to pay the costs of third-party verification as a part of its marketing responsibilities with respect to outbound marketing efforts only. Post-sale, USWC will follow its normal processes, including standard PIC care processes, for Subscribers electing other carriers.
- (e) Qwest shall provide to USWC all materials for communications with a new Subscriber (e.g., welcome letters and brochures) which USWC shall mail to new Subscribers, at USWC's expense. USWC shall have the right to include in any such mailings its own materials (when such Subscribers are also customers of USWC). Qwest shall be free to send subsequent mailings or make other subsequent communications to Subscribers (or communications to new Subscribers in the event that USWC elects not to make such initial mailings). However, USWC reserves the right, at its option, to have Qwest include in such communications to Subscribers (who are also customers of USWC) information about USWC, the Package and USWC products and services, the costs of the materials for which USWC agrees to pay to Qwest. Any communications by Qwest that includes any information about USWC, its trademarks or service marks, or USWC's products and services shall first be approved by USWC.
- (f) Qwest shall provision interLATA services to 90% of Subscribers within 5 business days after receipt from USWC of a CARE Record with an average error fall-out rate of PIC provisioning of less than 10%.
- (g) Qwest shall meet the "carried to billed ratio" (number of calls appearing on the Subscriber bill for a given month divided by the number of completed calls from the switch for that month) of 97.5% for Subscribers.
- (h) Billings to Subscribers older than 60 days shall be less than 1%.

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- (i) Qwest's failure to meet any of the obligation under subparagraph (f) through (h) above shall constitute a material breach of this Agreement by Qwest.
- (j) Qwest agrees to provide to USWC monthly information as reasonably requested by USWC in order to allow USWC to monitor Qwest's performance against the standards set forth in this Exhibit.

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SCHEDULE A-1: Rates of Qwest's interLATA Services

Unless otherwise specified, all prices are available 24 hours per day, 7 days per week.

Service	Consumer	Business	Business Alternative*
Domestic Direct Dial InterLATA Interstate	\$.10 per minute	\$.10 per minute	\$.095 per minute
Domestic Direct Dial InterLATA Intrastate	\$.12 per minute	\$.12 per minute	\$.115 per minute
800 Domestic InterLATA	\$.20 per minute	\$.12 per minute plus \$3.00 per number	\$.115 per minute plus \$3.00 per number
International Direct Dial - Standard	Peak/Off-Peak Rates for each country per Schedule A-2	Peak/Off-Peak Rates for Mexico, 24x7 Rates for all other countries per Schedule A-2	Peak/Off-Peak Rates for Mexico, 24x7 Rates for all other countries per Schedule A-2
International Direct Dial - Optional	24x7 Rates for each country plus \$3.00 monthly recurring charge	Same structure as standard plus \$3.00 monthly recurring charge	Same structure as standard plus \$3.00 monthly recurring charge
Rounding Standard	Full Minute	18 second initial increment, 6 second additional increments for Domestic Direct Dial and 800. 30 second first increment, 6 second additional increments for International	18 second initial increment, 6 second additional increments for Domestic Direct Dial and 800. 30 second first increment, 6 second additional increments for International
PIC Charge	Paid by Qwest	Paid by Qwest	Paid by Qwest

*The business alternative applies to Subscribers agreeing to a one year contract, spending greater than \$100 per month on Qwest's interLATA services.

Schedule A-2

International Minute Rates

COUNTRIES	Consumer			Business		
	Standard		Optional 24x7	Standard		Optional 24x7 except Mexico
	Peak	Off-Peak		24x7 except Mexico	24x7 except Mexico	
AFGHANISTAN	\$4.78	\$3.94	\$1.70	\$2.79		\$1.08
ALBANIA	\$3.45	\$2.68	\$1.05	\$1.56		\$1.13
ALGERIA	\$2.19	\$1.79	\$0.65	\$1.19		\$0.70
AMERICAN SAMOA	\$2.26	\$1.83	\$0.72	\$1.04		\$0.71
ANDORRA	\$1.48	\$1.00	\$0.40	\$0.53		\$0.42
ANGOLA	\$4.46	\$3.67	\$1.40	\$1.85		\$1.48
ANGUILLA	\$1.49	\$1.27	\$0.58	\$0.74		\$0.57
ANTARC (SCOTT)	\$2.37	\$2.22	\$0.52	\$1.58		\$0.52
ANTARCTICA	\$4.33	\$4.25	\$1.70	\$1.62		\$1.30
ANTIGUA	\$1.48	\$1.21	\$0.48	\$0.85		\$0.47
ARGENTINA	\$1.92	\$1.31	\$0.70	\$0.85		\$0.65
ARMENIA	\$2.44	\$2.05	\$0.85	\$1.24		\$0.91
ARUBA	\$1.41	\$1.15	\$0.42	\$0.71		\$0.45
ASCENSION ISLES	\$2.47	\$2.08	\$1.10	\$1.89		\$1.14
AUSTRALIA	\$1.50	\$1.03	\$0.40	\$0.57		\$0.35
AUSTRIA	\$1.43	\$1.02	\$0.32	\$0.66		\$0.35
AZERBAIJAN	\$2.42	\$1.93	\$1.15	\$1.24		\$0.99
BAHAMAS	\$1.14	\$0.91	\$0.32	\$0.42		\$0.30
BAHRAIN	\$1.99	\$1.61	\$0.74	\$1.14		\$0.73
BANGLADESH	\$3.49	\$2.52	\$1.20	\$1.61		\$1.09
BARBADOS	\$1.48	\$1.21	\$0.55	\$0.80		\$0.54
BELARUS	\$2.44	\$2.05	\$0.70	\$1.24		\$0.73
BELGIUM	\$1.54	\$0.98	\$0.30	\$0.74		\$0.35
BELIZE	\$1.86	\$1.35	\$0.80	\$0.90		\$0.78
BENIN	\$2.01	\$1.61	\$0.66	\$1.16		\$0.66
BERMUDA	\$1.24	\$1.02	\$0.35	\$0.67		\$0.39
BHUTAN	\$3.21	\$4.08	\$1.80	\$2.68		\$1.87
BOLIVIA	\$1.93	\$1.63	\$0.81	\$0.99		\$0.69
BOSNIA-HERZ	\$1.74	\$1.40	\$0.75	\$1.12		\$0.81
BOTSWANA	\$1.83	\$1.45	\$0.85	\$1.04		\$0.83
BRAZIL	\$1.83	\$1.33	\$0.62	\$0.79		\$0.58
BRIT VIRG ISLANDS	\$1.42	\$1.16	\$0.40	\$0.81		\$0.45
BRUNEI	\$1.92	\$1.58	\$0.80	\$1.29		\$0.87
BULGARIA	\$1.99	\$1.61	\$0.60	\$0.98		\$0.61
BURKINA FASO	\$3.31	\$2.69	\$1.00	\$0.85		\$0.68
BURUNDI	\$4.40	\$3.83	\$1.70	\$3.55		\$1.79
CAMBODIA	\$4.01	\$3.50	\$2.20	\$2.21		\$1.77
CAMEROON	\$2.19	\$1.73	\$0.95	\$1.43		\$1.01
CANADA	\$0.51	\$0.36	\$0.12	\$0.18		\$0.12
CAPE VERDE ISLES	\$2.66	\$2.16	\$0.80	\$1.54		\$0.82
CAYMAN ISLANDS	\$1.53	\$1.17	\$0.46	\$0.72		\$0.46
CENT AFRICAN REP	\$4.24	\$3.66	\$1.45	\$2.62		\$1.53
CHAD	\$4.97	\$4.12	\$2.40	\$2.70		\$2.16
CHILE	\$1.73	\$1.36	\$0.45	\$0.74		\$0.51

Schedule A-2

COUNTRIES	Consumer			Business		
	Standard		Optional	Standard		Optional
	Peak	Off-Peak		24x7 except Mexico	24x7 except Mexico	
CHINA	\$2.59	\$2.00	\$1.10	\$1.37		\$1.07
CHRISTMAS/COCOS	\$5.05	\$4.25	\$0.45	\$1.29		\$0.44
COLUMBIA	\$1.85	\$1.35	\$0.70	\$0.85		\$0.65
COMOROS	\$4.82	\$3.78	\$2.00	\$2.44		\$1.91
CONGO	\$3.63	\$2.95	\$1.10	\$1.38		\$1.10
COOK ISLAND	\$4.60	\$3.68	\$1.60	\$3.00		\$1.67
COSTA RICA	\$1.64	\$1.22	\$0.57	\$0.78		\$0.57
CROATIA REP.	\$1.72	\$1.40	\$0.52	\$1.06		\$0.55
CUBA	\$1.76	\$1.76	\$0.80	\$1.28		\$0.84
CYPRUS	\$1.80	\$1.43	\$0.55	\$1.08		\$0.57
CZECHOSLOVAKIA	\$1.86	\$1.52	\$0.55	\$0.92		\$0.59
DENMARK	\$1.45	\$0.95	\$0.30	\$0.79		\$0.35
DIEGO GARCIA	\$3.45	\$2.84	\$1.40	\$2.11		\$1.50
DJIBOUTI	\$3.12	\$2.53	\$0.98	\$1.90		\$0.98
DOMINICA	\$1.60	\$1.26	\$0.53	\$0.85		\$0.53
DOMINICAN REP.	\$1.57	\$1.31	\$0.50	\$0.66		\$0.47
ECUADOR	\$1.84	\$1.51	\$0.70	\$0.84		\$0.62
EGYPT	\$2.16	\$1.74	\$0.84	\$0.94		\$0.71
EL SALVADOR	\$1.73	\$1.41	\$0.75	\$0.77		\$0.59
EQUATORIAL GUINEA	\$4.19	\$3.54	\$2.35	\$2.39		\$1.87
ERITREA	\$2.62	\$2.05	\$1.25	\$1.48		\$1.16
ESTONIA	\$2.86	\$2.08	\$0.90	\$1.24		\$0.89
ETHIOPIA	\$2.57	\$2.10	\$1.10	\$1.44		\$1.11
FAEROE ISLANDS	\$1.35	\$0.92	\$0.50	\$0.83		\$0.53
FALKLAND ISLANDS	\$3.79	\$2.88	\$1.15	\$1.83		\$1.22
FIJI ISLANDS	\$2.67	\$2.06	\$1.00	\$1.57		\$1.05
FINLAND	\$1.47	\$0.88	\$0.30	\$0.60		\$0.35
FRANCE	\$1.32	\$0.85	\$0.30	\$0.53		\$0.30
FRENCH ANTILLES	\$1.45	\$1.19	\$0.66	\$0.67		\$0.54
FRENCH GUYANA	\$1.68	\$1.31	\$0.67	\$1.29		\$0.67
FRENCH POLYNESIA	\$2.28	\$1.89	\$1.25	\$1.58		\$1.26
GABON	\$2.16	\$1.69	\$1.10	\$1.10		\$0.88
GAMBIA	\$2.03	\$1.61	\$0.67	\$1.02		\$0.67
GEORGIA	\$2.44	\$2.05	\$1.00	\$1.24		\$0.99
GERMANY	\$1.24	\$0.81	\$0.30	\$0.52		\$0.31
GHANA	\$2.16	\$1.68	\$0.65	\$1.22		\$0.65
GIBRALTAR	\$1.71	\$1.21	\$0.90	\$1.04		\$0.83
GREECE	\$1.94	\$1.29	\$0.35	\$0.90		\$0.35
GREENLAND	\$1.85	\$1.31	\$0.59	\$0.91		\$0.59
GRENADA	\$1.62	\$1.32	\$0.56	\$1.25		\$0.56
GUADELOUPE	\$1.49	\$1.19	\$0.60	\$0.67		\$0.54
GUANTANAMO BAY	\$1.76	\$1.76	\$0.84	\$1.09		\$0.84
GUATEMALA	\$1.75	\$1.40	\$0.70	\$0.79		\$0.55
GUINEA	\$2.68	\$2.12	\$0.83	\$2.27		\$0.83
GUINEA BISSAU	\$4.61	\$3.64	\$1.60	\$2.75		\$1.67
GUYANA	\$2.30	\$1.68	\$0.90	\$1.42		\$0.94

Schedule A-2

COUNTRIES	Consumer			Business		
	Standard		Optional 24x7	Standard		Optional 24x7 except Mexico
	Peak	Off-Peak		24x7 except Mexico		
HAITI	\$1.74	\$1.48	\$0.70	\$0.70		\$0.56
HONDURAS	\$1.90	\$1.40	\$0.80	\$0.77		\$0.62
HONG KONG	\$1.83	\$1.19	\$0.50	\$0.67		\$0.41
HUNGARY	\$1.67	\$1.35	\$0.45	\$0.85		\$0.52
ICELAND	\$1.65	\$1.11	\$0.45	\$0.80		\$0.49
INDIA	\$2.63	\$2.14	\$0.95	\$1.09		\$0.78
INDONESIA	\$2.20	\$1.57	\$0.67	\$0.99		\$0.66
INMARSAT ATL EAST	\$9.74	\$9.74	\$7.35	\$7.51		\$7.38
INMARSAT ATL WEST	\$9.74	\$9.74	\$7.35	\$7.51		\$7.38
INMARSAT IND OCEAN	\$9.74	\$9.74	\$7.35	\$7.51		\$7.38
INMARSAT PAC OCEAN	\$9.74	\$9.74	\$7.35	\$7.51		\$7.38
IRAN	\$2.54	\$1.98	\$1.25	\$1.56		\$1.02
IRAQ	\$3.03	\$2.68	\$1.25	\$1.67		\$1.31
IRELAND	\$1.34	\$0.88	\$0.30	\$0.66		\$0.35
ISRAEL	\$1.96	\$1.31	\$0.60	\$1.09		\$0.62
ITALY	\$1.49	\$1.06	\$0.32	\$0.72		\$0.35
IVORY COAST	\$2.62	\$2.05	\$1.20	\$1.83		\$1.20
JAMAICA	\$1.58	\$1.29	\$0.74	\$0.77		\$0.60
JAPAN	\$1.44	\$1.04	\$0.40	\$0.60		\$0.36
JORDAN	\$1.89	\$1.50	\$0.90	\$1.09		\$0.87
KAZAKHSTAN	\$2.44	\$2.05	\$1.10	\$1.24		\$0.85
KENYA	\$2.18	\$1.75	\$0.89	\$1.30		\$0.88
KIRGHIZIA	\$5.77	\$4.11	\$1.55	\$1.24		\$0.85
KIRIBATI	\$3.37	\$2.61	\$1.17	\$1.71		\$1.16
KOREA, SOUTH	\$1.81	\$1.27	\$0.55	\$0.94		\$0.58
KUWAIT	\$1.97	\$1.26	\$0.80	\$1.14		\$0.88
KYRGYSTAN	\$2.43	\$2.05	\$1.05	\$1.24		\$0.99
LAOS	\$5.77	\$4.08	\$2.40	\$3.10		\$2.48
LATVIA	\$2.94	\$2.15	\$0.90	\$1.24		\$0.89
LEBANON	\$2.97	\$2.72	\$1.15	\$1.76		\$0.80
LESOTHO	\$1.83	\$1.56	\$0.85	\$1.42		\$0.85
LIBERIA	\$1.94	\$1.52	\$0.68	\$0.67		\$0.54
LIBYA	\$2.07	\$1.66	\$0.90	\$1.44		\$0.98
LIECHTENSTEIN	\$1.47	\$0.87	\$0.35	\$0.56		\$0.32
LITHUANIA	\$2.63	\$1.89	\$1.15	\$1.34		\$1.07
LUXEMBOURG	\$1.41	\$0.86	\$0.30	\$0.85		\$0.35
MACAO	\$2.51	\$1.99	\$0.78	\$1.26		\$0.78
MACEDONIA	\$1.73	\$1.39	\$0.59	\$1.43		\$0.59
MADAGASCAR	\$4.99	\$3.80	\$2.00	\$3.31		\$2.13
MALAWI	\$1.82	\$1.46	\$0.73	\$0.90		\$0.70
MALAYSIA	\$2.04	\$1.23	\$0.45	\$0.96		\$0.48
MALDIVES	\$3.29	\$2.70	\$1.40	\$2.17		\$1.46
MALI REPUBLIC	\$3.27	\$2.59	\$1.07	\$1.95		\$1.07
MALTA	\$2.22	\$1.54	\$0.68	\$1.22		\$0.73
MARSHALL ISLANDS	\$2.22	\$1.75	\$0.70	\$1.42		\$0.74
MARTINIQUE	\$2.42	\$1.72	\$0.65	\$0.67		\$0.54

Schedule A-2

COUNTRIES	Consumer			Business			
	Standard		Optional	Standard		Optional	
	Peak	Off-Peak		24x7 except Mexico		24x7 except Mexico	
MAURITANIA	\$3.11	\$2.45	\$1.01	\$1.61		\$1.00	
MAURITIUS	\$3.41	\$2.66	\$1.20	\$2.04		\$1.25	
MAYOTTE ISLANDS	\$4.09	\$3.72	\$2.00	\$2.44		\$1.91	
				Peak	Off-Peak	Peak	Off-Peak
MEXICO-BAND 1	\$0.50	\$0.38	\$0.24	\$0.27	\$0.22	\$0.25	\$0.24
MEXICO-BAND 2	\$0.64	\$0.48	\$0.24	\$0.32	\$0.25	\$0.25	\$0.25
MEXICO-BAND 3	\$0.78	\$0.57	\$0.24	\$0.45	\$0.34	\$0.25	\$0.25
MEXICO-BAND 4	\$0.95	\$0.71	\$0.48	\$0.50	\$0.37	\$0.43	\$0.34
MEXICO-BAND 5	\$1.19	\$0.86	\$0.48	\$0.65	\$0.47	\$0.48	\$0.37
MEXICO-BAND 6	\$1.41	\$1.02	\$0.48	\$0.80	\$0.57	\$0.53	\$0.41
MEXICO-BAND 7	\$1.62	\$1.17	\$0.48	\$0.90	\$0.68	\$0.65	\$0.49
MEXICO-BAND 8	\$1.65	\$1.20	\$0.48	\$0.99	\$0.73	\$0.65	\$0.53
MICRONESIA	\$2.20	\$1.83	\$0.78	\$0.96		\$0.77	
MOLDAVIA	\$2.83	\$2.23	\$1.00	\$1.34		\$1.07	
MONACO	\$1.32	\$0.85	\$0.30	\$0.53		\$0.35	
MONGOLIA	\$3.42	\$4.03	\$1.65	\$2.99		\$1.73	
MONTSERRAT	\$1.57	\$1.27	\$0.53	\$0.86		\$0.53	
MOROCCO	\$2.48	\$2.05	\$0.80	\$1.68		\$0.85	
MOZAMBIQUE	\$3.60	\$2.95	\$1.20	\$2.12		\$1.29	
MUSTIQUE	\$2.61	\$1.86	\$0.70	\$0.86		\$0.58	
MYANMAR (BURMA)	\$5.98	\$4.71	\$2.10	\$3.16		\$2.18	
NAKHODKA	\$3.17	\$2.25	\$0.85	\$1.24		\$0.85	
NAMIBIA	\$1.94	\$1.61	\$0.81	\$1.55		\$0.80	
NAURU	\$3.76	\$3.03	\$1.17	\$1.67		\$1.17	
NEPAL	\$3.20	\$2.40	\$1.25	\$1.46		\$1.17	
NETHERLANDS	\$1.30	\$0.85	\$0.30	\$0.48		\$0.32	
NETHERLANDS AN	\$1.47	\$1.13	\$0.44	\$0.50		\$0.40	
NEVIS	\$1.56	\$1.24	\$0.50	\$0.86		\$0.49	
NEW CALEDONIA	\$2.12	\$1.73	\$1.15	\$1.68		\$1.34	
NEW ZEALAND	\$1.94	\$1.30	\$0.45	\$0.86		\$0.52	
NICARAGUA	\$1.83	\$1.48	\$0.73	\$0.95		\$0.64	
NIGER REPUBLIC	\$2.66	\$2.15	\$0.94	\$1.78		\$0.93	
NIGERIA	\$1.95	\$1.54	\$0.74	\$1.06		\$0.73	
NIUE ISLAND	\$4.83	\$3.95	\$1.80	\$2.77		\$1.83	
NORFOLK ISLAND	\$4.77	\$4.17	\$1.70	\$1.29		\$0.44	
NORWAY	\$1.33	\$0.88	\$0.30	\$0.55		\$0.30	
OMAN	\$2.00	\$1.63	\$1.00	\$1.24		\$0.99	
PAKISTAN	\$4.12	\$2.70	\$1.20	\$1.43		\$1.01	
PALAU	\$3.60	\$3.02	\$1.20	\$1.96		\$1.31	
PALM ISLAND	\$2.98	\$2.12	\$0.80	\$0.86		\$0.58	
PANAMA	\$1.74	\$1.33	\$0.75	\$0.73		\$0.59	
PAPUA NEW GUINEA	\$2.17	\$1.63	\$1.00	\$1.37		\$1.06	
PARAGUAY	\$2.16	\$1.70	\$0.85	\$1.16		\$0.79	
PERU	\$1.98	\$1.39	\$0.75	\$0.88		\$0.62	

Schedule A-2

COUNTRIES	Consumer			Business		
	Standard		Optional	Standard		Optional
	Peak	Off-Peak		24x7 except Mexico	24x7 except Mexico	
PHILIPPINES	\$2.16	\$1.45	\$0.65	\$0.96		\$0.65
POLAND	\$1.56	\$1.26	\$0.50	\$0.80		\$0.54
PORTUGAL	\$1.64	\$1.06	\$0.35	\$0.87		\$0.35
QATAR	\$2.02	\$1.55	\$0.96	\$1.41		\$0.95
REUNION ISLAND	\$3.35	\$2.65	\$1.03	\$2.05		\$1.03
ROMANIA	\$2.23	\$1.79	\$0.80	\$1.19		\$0.77
RUSSIA	\$2.44	\$2.05	\$0.85	\$1.24		\$0.85
RWANDA	\$3.55	\$2.88	\$1.20	\$2.15		\$1.19
SAKHALIN	\$4.10	\$2.92	\$1.10	\$1.24		\$0.85
SAN MARINO	\$1.38	\$1.00	\$0.70	\$0.72		\$0.58
SAO TOME	\$4.69	\$3.80	\$1.50	\$2.47		\$1.62
SAUDI ARABIA	\$2.09	\$1.64	\$1.00	\$1.11		\$0.76
SENEGAL REPUB.	\$2.80	\$2.24	\$1.35	\$1.27		\$1.13
SEYCHELLES	\$3.55	\$2.84	\$1.53	\$2.15		\$1.52
SIERRA LEONE	\$2.92	\$2.35	\$0.92	\$1.36		\$0.91
SINGAPORE	\$1.64	\$1.08	\$0.35	\$0.68		\$0.39
SLOVAKIA	\$1.77	\$1.49	\$0.55	\$0.92		\$0.59
SLOVENIA	\$1.83	\$1.46	\$0.52	\$1.10		\$0.57
SOLOMON ISLANDS	\$3.66	\$2.91	\$1.10	\$1.92		\$1.17
SOMALIA	\$2.73	\$2.29	\$1.60	\$2.18		\$1.67
SOUTH AFRICA	\$1.74	\$1.30	\$0.50	\$0.85		\$0.50
SPAIN	\$1.61	\$1.09	\$0.33	\$0.82		\$0.35
SRI LANKA	\$3.34	\$2.50	\$1.05	\$1.58		\$1.09
ST. HELENA	\$3.21	\$2.68	\$1.10	\$2.44		\$1.15
ST. KITTS	\$1.56	\$1.24	\$0.50	\$0.86		\$0.49
ST. LUCIA	\$1.56	\$1.26	\$0.50	\$0.86		\$0.49
ST. PIERRE/MIQUELON	\$1.28	\$1.00	\$0.45	\$0.85		\$0.49
ST. VINCE/GRENADINE	\$1.61	\$1.32	\$0.58	\$0.86		\$0.58
SUDAN	\$3.83	\$3.65	\$1.30	\$2.36		\$1.40
SURINAME	\$2.78	\$2.14	\$1.20	\$1.49		\$1.19
SWAZILAND	\$1.92	\$1.55	\$0.75	\$1.22		\$0.76
SWEDEN	\$1.30	\$0.85	\$0.30	\$0.50		\$0.28
SWITZERLAND	\$1.40	\$0.87	\$0.30	\$0.56		\$0.32
SYRIA	\$3.30	\$3.04	\$1.23	\$1.78		\$1.29
TAIWAN	\$1.98	\$1.20	\$0.55	\$0.66		\$0.46
TAJIKISTAN	\$2.45	\$2.05	\$1.00	\$1.24		\$0.85
TANZANIA	\$2.16	\$1.75	\$0.93	\$1.24		\$0.93
THAILAND	\$2.00	\$1.26	\$0.75	\$0.95		\$0.67
TOGO	\$2.24	\$1.75	\$1.10	\$1.34		\$1.05
TONGA	\$2.97	\$2.57	\$1.50	\$1.58		\$1.26
TRINIDAD/TOBAGO	\$1.61	\$1.27	\$0.66	\$0.75		\$0.60
TUNISIA	\$1.99	\$1.61	\$0.75	\$1.22		\$0.75
TURKEY	\$1.83	\$1.30	\$0.55	\$1.03		\$0.60
TURKMENISTAN	\$3.45	\$2.44	\$1.10	\$1.24		\$0.93
TURKS & CAICOS	\$2.44	\$2.05	\$0.53	\$0.93		\$0.53
TUVALU	\$5.75	\$4.26	\$1.75	\$3.19		\$1.48

Schedule A-2

COUNTRIES	Consumer			Business		
	Standard		Optional	Standard		Optional
	Peak	Off-Peak	24x7	24x7 except Mexico	24x7 except Mexico	
UGANDA	\$2.13	\$1.74	\$0.83	\$1.04		\$0.82
UKRAINE	\$2.44	\$2.05	\$0.70	\$1.24		\$0.45
UNION ISLAND	\$2.98	\$2.12	\$0.80	\$0.86		\$0.58
UNITED ARAB EMIR	\$1.68	\$1.38	\$0.63	\$0.98		\$0.63
UNITED KINGDOM	\$1.08	\$0.78	\$0.12	\$0.40		\$0.12
URUGUAY	\$1.89	\$1.40	\$0.80	\$0.98		\$0.77
UZBEKISTAN	\$2.44	\$2.05	\$1.10	\$1.24		\$0.99
VANUATU	\$4.52	\$3.78	\$2.30	\$3.32		\$1.48
VATICAN CITY	\$1.49	\$1.06	\$0.35	\$0.72		\$0.35
VENEZUELA	\$1.34	\$1.01	\$0.45	\$0.60		\$0.48
VIETNAM	\$2.85	\$2.39	\$1.10	\$1.79		\$1.00
WALLIS & FUTUNA	\$4.49	\$3.52	\$2.30	\$3.22		\$2.38
WESTERN SAMOA	\$3.30	\$2.66	\$1.05	\$1.08		\$0.86
YEMEN ARAB REP	\$1.97	\$1.56	\$0.95	\$1.15		\$0.92
YEMEN PEOPLES	\$1.97	\$1.56	\$0.99	\$1.15		\$0.92
YUGOSLAVIA	\$1.88	\$1.51	\$0.75	\$1.08		\$0.81
ZAIRE	\$1.93	\$1.59	\$0.75	\$1.27		\$0.74
ZAMBIA	\$1.64	\$1.36	\$0.81	\$1.13		\$0.81
ZIMBABWE	\$1.86	\$1.46	\$0.75	\$1.16		\$0.79

EXHIBIT B

CUSTOMER SERVICE/ SERVICE STANDARDS

1. Customer Service

- (a) (a) Other than as expressly set forth in this Exhibit B and the Billing and Collection Agreement, Qwest shall provide all customer service to Subscribers, which shall be available, 24 hours a day, 7 days a week, through a toll free call. USWC and its contractors shall also have access to such customer service center(s) on the same basis. Qwest's customer service shall respond to all billing, service and any other Subscriber inquiries or complaints.
- (b) USWC will provide to Subscribers its toll-free customer service number and will respond to general billing and service inquiries from Subscribers. For inquiries beyond the "Limited Inquiry Services" (to be set forth in the amendment to the Billing and Collection Agreement) and trouble isolation (i.e., identifying whether the source of a service disruption resides in USWC's network or Qwest's network) and for other complaints beyond general inquiries, USWC shall refer the Subscriber to Qwest's customer service center(s).

2. Service Standards:

- (a) Qwest agrees to network availability of 99.985% of time. The target for outage duration shall be no more than one hour. Qwest shall immediately notify USWC within 15 minutes of an identified outage and provide USWC with status updates throughout the outage period through the procedure requested by USWC from time to time.
- (b) In order to facilitate customer care, and assist in reviewing marketing activities regarding Qwest's interLATA services under this Agreement, Qwest agrees to provide USWC at the end of each month with its monthly churn statistics. Churn will be calculated by dividing the total number of disconnects by the total number of Subscribers. Churn levels shall be 4.5% or less per month.
- (c) In order to monitor customer satisfaction, Qwest agrees to provide USWC daily (by fax or electronically) with the status and disposition of its customer service activities for any Subscribers.
- (d) Failure by Qwest to meet the service standards set forth in this Exhibit shall constitute a material breach of this Agreement by Qwest, provided, however, that

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with respect to 2(b) above, churn levels of 4.5% or more shall be a material breach of this Agreement by Qwest after deducting the number of churns attributable to USWC.

- (e) Qwest shall, at a Subscriber's request, pay the PIC charge for a Subscriber returning to the prior carrier within 90 days from the date of Qwest's activation of interLATA services for that Subscriber.
- (f) Except as otherwise provided, Qwest agrees to provide to USWC monthly information as reasonably requested by USWC in order to allow USWC to monitor Qwest's performance against the standards set forth in this Exhibit.

Service List

Copies of this Petition were hand-delivered to the following except those that are marked with an asterisk will receive copies by facsimile.

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